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THE CITY OF NEW YORK
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August 23, 2021

BY ECF:

Honorable Richard J. Sullivan
United States Appeals Court
Second Circuit
40 Foley Square, Room 2104
New York, New York 10007

Re: Hayden v. The City of New York, et al.
17-CV-1894 (RJS)

Your Honor:

I am a Senior Counsel in the Office of Georgia M. Pestana, Corporation Counsel of the City of New York, representing defendants in the above-referenced matter. I write jointly with plaintiff's counsel to respectfully inform the Court that the parties have reached a settlement in this matter. Submitted herewith is a duly executed stipulation of discontinuance and two stipulations of settlements to be So Ordered by the Court.

We thank the Court for its attention to this matter.

Respectfully submitted,

Steve Stavridis
Steve Stavridis
Senior Counsel

Copy: All counsel of record (By ECF)

The Court is in receipt of the parties' attached stipulations, dated August 23, 2021. Accordingly, the above-captioned matter is dismissed with prejudice. The Clerk of the Court is respectfully requested to terminate the motions pending at ECF Nos. 92 and 93 and close this case. The Court shall retain jurisdiction over this action for the purpose of enforcing the terms of the parties' settlement agreement as set forth in their stipulation of settlement. See *Scelsa v. City Univ. of New York*, 76 F.3d 37, 40-42 (2d Cir. 1996).

SO ORDERED:

Dated: 08/24/21


RICHARD J. SULLIVAN
U.S.C.J., Sitting by Designation

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
JOSEPH HAYDEN,

Plaintiff,

-against-

THE CITY OF NEW YORK;
NEW YORK CITY POLICE DEPARTMENT; OFFICER
AHMED ABDALLA ; and OFFICER ADAM
KOTOWSKI,

Defendants.
-----X

**STIPULATION AND
ORDER OF DISMISSAL**

17-cv-1894 (RJS)

WHEREAS, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that

1. The above-referenced action is hereby dismissed with prejudice; and

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2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to retain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York
August 23, 2021

Robert J Boyle, Esq.
Attorney for Plaintiff
277 Broadway, Suite 1501
New York, NY 10007
(212) 431-0229
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GEORGIA M. PESTANA
Acting Corporation Counsel of the
City of New York
*Attorney for Defendants City of New York,
Ahmed Abdalla and Adam Kotowski*
100 Church Street, 3rd Floor
New York, New York 10007

By:  By: 
Robert Boyle
Attorney for Plaintiff

Steve Stavridis
Senior Counsel

SO ORDERED:

Hon. Richard J. Sullivan

Dated: _____, 2021

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
JOSEPH HAYDEN,

Plaintiff,

-against-

**STIPULATION OF
SETTLEMENT**

17-cv-1894 (RJS)

THE CITY OF NEW YORK;
NEW YORK CITY POLICE DEPARTMENT ("NYPD")
OFFICER AHMED ABDALLA; NYPD and OFFICER
ADAM KOTOWSKI,

Defendants.
-----X

WHEREAS, plaintiff Joseph Hayden commenced this action by filing a complaint on or about March 15, 2017 alleging that the defendants violated plaintiff's federal civil rights; and

WHEREAS, defendants City of New York, Police Officer Ahmed Abdalla and Police Adam Kotowski have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel, Robert Boyle, Esq., to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.
2. Defendant City of New York hereby agrees to pay plaintiff Joseph Hayden the sum of Five Thousand Dollars (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff Joseph Hayden agrees to dismissal of all the claims against the defendants and to release defendants Ahmed Abdalla and Adam Kotowski their successors or assigns; and all past and present officials, employees,

representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff Joseph Hayden shall execute and serve on the City of New York's attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007 all documents necessary to effect this settlement, including, without limitation, a General Release, based on the terms of paragraph "2" above, IRS Form W-9, and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff Joseph Hayden agrees to hold harmless defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims are not satisfied, defendants reserve the right to issue a multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider's final demand letter.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
August 23, 2021

Robert J Boyle
Attorney for Plaintiff
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(212) 431-0229
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GEORGIA M. PESTANA.
Acting Corporation Counsel of the
City of New York
Attorney for Defendants City of New York,
Ahmed Abdalla and Adam Kotowski
100 Church Street, 3rd Floor
New York, New York 10007

By:  By: 
Robert Boyle
Attorney for Plaintiff

Steve Stavridis
Senior Counsel

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
JOSEPH HAYDEN,

Plaintiff,

-against-

THE CITY OF NEW YORK;
NEW YORK CITY POLICE DEPARTMENT ("NYPD")
OFFICER AHMED ABDALLA; and NYPD OFFICER
ADAM KOTOWSKI,

Defendants.
-----X

**STIPULATION OF
SETTLEMENT
(ATTORNEYS' FEES)**

17-cv-1894 (RJS)

WHEREAS, plaintiff Joseph Hayden commenced this action by filing a complaint on or about March 15, 2017 alleging that the defendants violated plaintiff's federal civil rights; and

WHEREAS, defendants City of New York, Ahmed Abdalla and Adam Kotowski have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff's undersigned counsel, Robert J. Boyle, Esq., represents that plaintiff Joseph Hayden has assigned all of his rights to attorneys' fees, expenses, and costs to his counsel, Robert J. Boyle, Esq.; and

WHEREAS, counsel for defendants and counsel for plaintiff now desire to resolve the issue of attorneys' fees, expenses, and costs without further proceedings;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.
2. Defendant City of New York hereby agrees to pay plaintiff's undersigned counsel, Robert J. Boyle, Esq., the total sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) Dollars in full satisfaction of plaintiff's claims for attorneys' fees, expenses, and costs. In consideration

for the payment of Twelve Thousand Five Hundred Dollars (\$12,500.00), counsel for plaintiff, Robert J. Boyle, Esq., agrees to release and discharge defendants City of New York, Ahmed Abdalla and Adam Kotowski, their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all claims of attorneys' fees, expenses, and costs that were or could have been alleged in the aforementioned action on behalf of plaintiff Joseph Hayden.

3. Plaintiff's undersigned counsel, Robert J. Boyle, Esq., hereby agrees and represents that no other claims for attorneys' fees, expenses, or costs arising out of this action shall be made by or on behalf of Plaintiff in any application for attorneys' fees, expenses, or costs at any time.

4. Plaintiff's undersigned counsel shall execute and deliver to the City of New York's attorney the City of New York's attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007 all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraphs "1" through "3" above and a W-9 IRS Form.

5. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
August 23, 2021

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By:  By: 
Robert Boyle
Attorney for Plaintiff

Steve Stavridis
Senior Counsel